

**ZB# 93-18**

**Evelyn Maroulis**

**39-3-6**

Prelim.

May 24, 1993.

Letterport - 6/16/93.

Need Copies of:

- ① Decd of how
- ② Title Report
- ③ How to set how
- ④ Fees: ① 50.00 ② 4 pd.  
Notice to Sentinel - 6/15/93.

Public Hearing:

June 28, 1993

Granted -  
Area Variance

\$5.50 refund

Due Ap.

Paid 10/7/93 PAB

File

MADE IN U.S.A.

NO. R753 1/3

ESSELTE

Oxford®

Ellie -  
Please file

#93-18-Maroulis, Evelyn  
near yard

C/O 175  
Robert Waxtel  
Temple Hill Rd.  
4-3-10.12

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

# GENERAL RECEIPT

13330

June 9, 1993

Received of John G. Maroulis, Jr. \$ 50.00  
Fifty and 00/100 DOLLARS

For S.B.A. #93-18

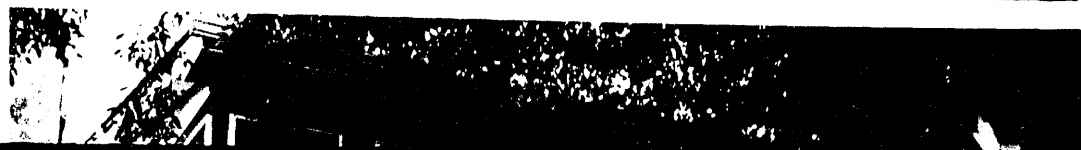
## DISTRIBUTION

FUND	CODE	AMOUNT
<u>CHK # 183</u>		<u>\$50.00</u>

By Pauline W. Tammone sk

Town Clerk  
Title

CO. VICTOR, NY 14564



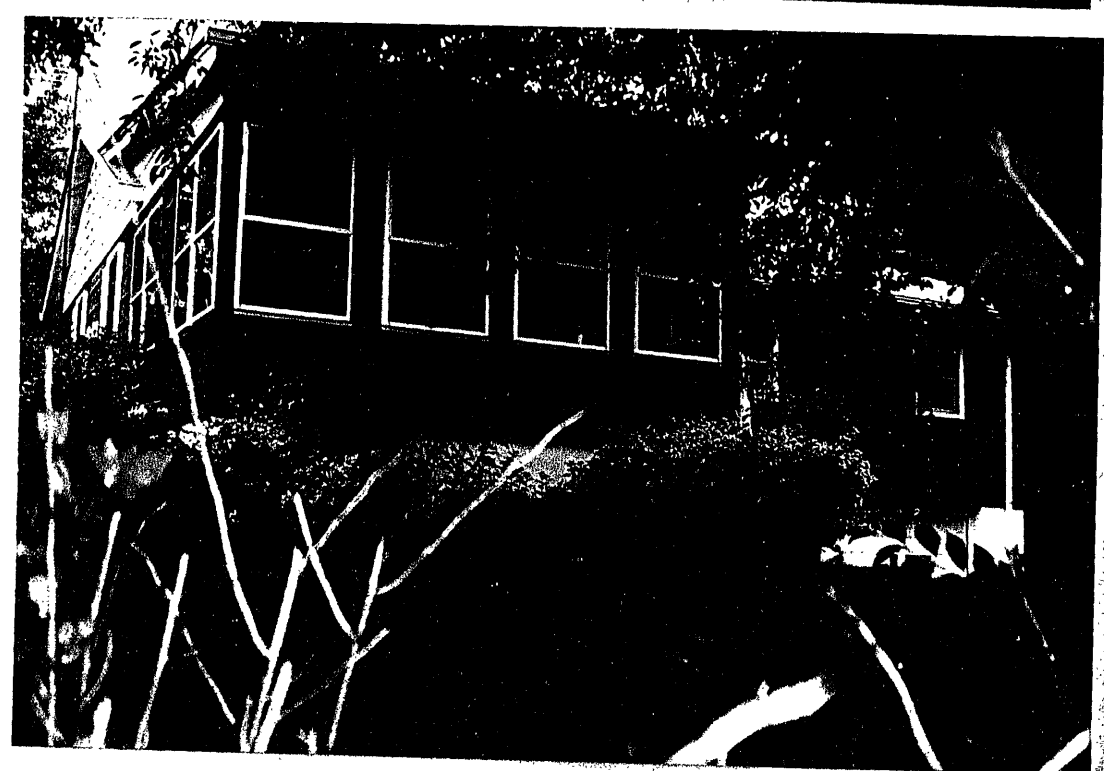
C/O 175 Robert Wax  
Temple Hill  
4-3-10.12

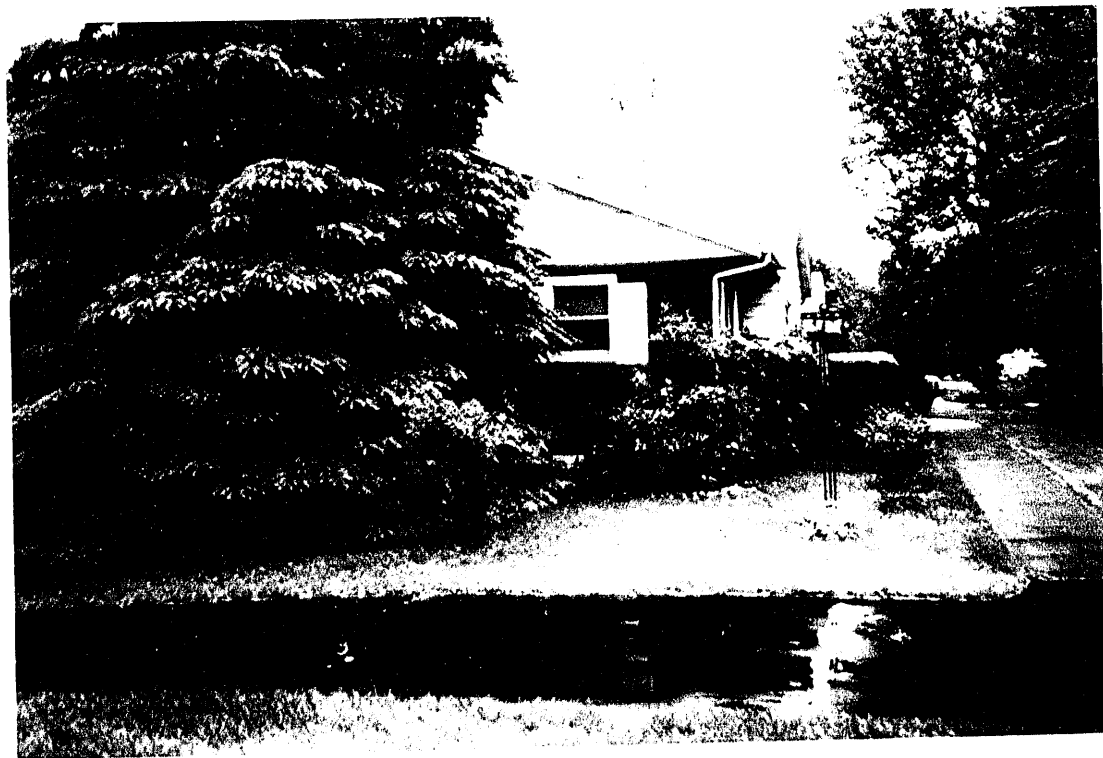
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Co. VICTOR, N.Y. 14564

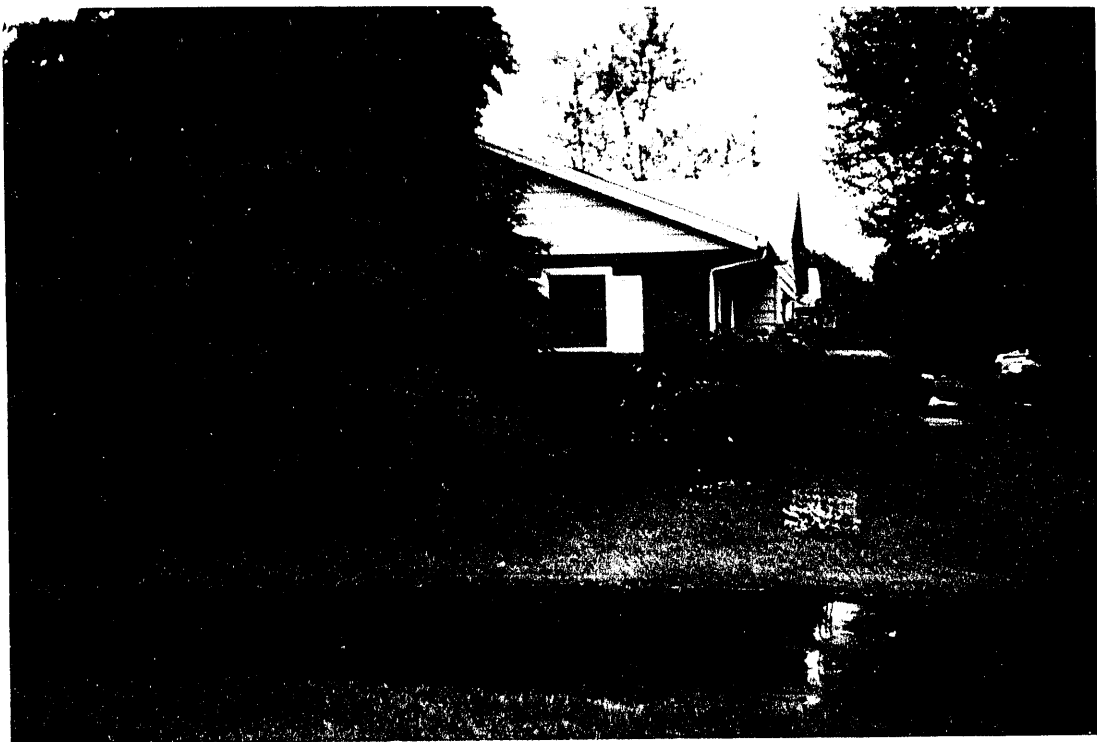
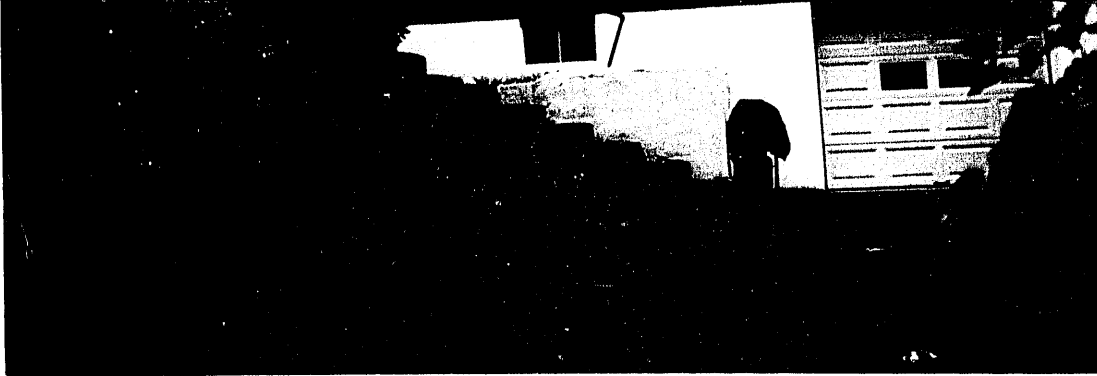
Town Clerk

Title





799-18 Martine, Estlyon  
near Spaulding



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Maroulis, Evelyn

FILE # 93-18

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00 paid

\* \* \* \* \*

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 250.00 paid

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 5/24/93 15 pages . . . \$ 22.50  
2ND PRELIM. MEETING - PER PAGE . . . . . \$ \_\_\_\_\_  
3RD PRELIM. MEETING - PER PAGE . . . . . \$ \_\_\_\_\_  
PUBLIC HEARING - PER PAGE 6/28/93 - 6 pages . . . \$ 27.00  
PUBLIC HEARING (CONT'D) PER PAGE . . . . . \$ \_\_\_\_\_  
TOTAL . . . . . \$ 49.50

ATTORNEY'S FEES:

PRELIM. MEETING- .1 HRS. . . . . \$ \_\_\_\_\_  
2ND PRELIM. \_\_\_\_\_ HRS. . . . . \$ \_\_\_\_\_  
3RD PRELIM. \_\_\_\_\_ HRS. . . . . \$ \_\_\_\_\_  
PUBLIC HEARING .2 HRS. . . . . \$ \_\_\_\_\_  
PUBLIC HEARING \_\_\_\_\_ HRS. (CONT'D) . . . . . \$ \_\_\_\_\_  
FORMAL DECISION 1.0 HRS. . . . . \$ \_\_\_\_\_  
TOTAL HRS. 1.3 @ \$ 150.00 PER HR. \$ 195.00  
TOTAL . . . . . \$ 195.00

MISC. CHARGES:

\_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL . . . . . \$ 244.50

LESS ESCROW DEPOSIT . . . \$ 250.00  
(ADDL. CHARGES DUE) . . . \$ \_\_\_\_\_  
REFUND TO APPLICANT DUE . \$ 5.50

(ZBA DISK#7-012192.FEE)

refund  
due A

Date Sept 27, 1993

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Evelyn E. Maroulis DR.

10 Cresthaven Drive  
New Windsor, N.Y. 12553

Charge: ZBA

DATE

CLAIMED

ALLOWED

9/27/93

Refund - ZBA Fees - overpayment

\$ 5.50

Patricia A. Brunkhart  
ZBA.



CHECK NO. 035024

TOWN OF NEW WINDSOR - DISBURSEMENT ACCOUNT

CHECK NO. 035024

INVOICE NO.	INVOICE DATE	TRANS. DATE	P.O. NUMBER	DESCRIPTION	AMOUNT
SEPT.	10/06/93	1057	V813101	FEDUND OF FEE	5.50

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS



**TOWN OF NEW WINDSOR**  
**DISBURSEMENT ACCOUNT**  
 555 UNION AVENUE  
 NEW WINDSOR, N.Y. 12553

CHECK NO. 035024

**THE BANK OF NEW YORK**  
MID-HUDSON REGION  
Route 94  
New Windsor, NY 12553

55-244  
219

CHECK NO.	DATE	AMOUNT
-----------	------	--------

035024 . 10/06/93 \$\*\*\*\*\*5.50

**PAY:**

FIVE AND----- 50/100 DOLLARS

TO THE  
ORDER OF:

EVELYN E. MAROULIS  
10 CRESTHAVEN DRIVE  
NEW WINDSOR, NEW YORK  
12553-0000

11 03 50 24 11 1:02 190 244 61 11 23 2008 4 10

cc: file

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING  
AREA VARIANCE

EVELYN E. MAROULIS,

#93-18.

-----X

WHEREAS, EVELYN E. MAROULIS, 10 Cresthaven Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 7 ft. 8 in. rear yard variance for an existing enclosed porch located on the residential parcel at the above address located in an R-4 zone; and

WHEREAS, a public hearing was held on the 28th day of June, 1993 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant was represented at said public hearing by Allen Indzonka, Esq., who appeared with his client, Evelyn E. Maroulis, and they both spoke in support of the application, and the applicant's sons, JOHN J. MAROULIS and EDWARD MAROULIS, also appeared at the hearing and spoke in support of the application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to rear yard in order to allow an existing enclosed porch to remain in its present location at her residential dwelling in an R-4 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order for applicant to obtain a certificate of occupancy for the existing enclosed porch located at the applicant's residential dwelling, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented on behalf of the applicant indicated that the applicant's husband and a local mason constructed the porch approximately 26 years ago, apparently without applying for a building permit. It is not clear if the applicant's husband and/or the mason thought that the porch could be constructed without a building permit, or if they ignored or

were ignorant of the town's zoning ordinance which had been adopted only a few months before they began construction. In any event, they constructed the porch and, about one year later, they enclosed the porch, without ever applying for a building permit or subsequently obtaining a certificate of occupancy. Applicant is now considering a sale of the residence and must seek a variance to allow the enclosed porch to remain in its present location.

5. The applicant now submits the instant application for an area variance in order to try to obtain a Certificate of Occupancy for the existing enclosed porch.

6. The evidence presented by the applicant substantiated the fact that the porch is located to the rear of the property and its impact on the neighboring properties is ameliorated due to shrubbery which effectively conceals the porch from view of the neighbors.

7. The evidence presented on behalf of the applicant indicated that many of the neighboring properties are improved with porches or decks of a comparable or larger size than the enclosed porch which is the subject of this application.

8. The evidence presented on behalf of the applicant further indicated that the enclosed porch could not have been located in either side yard without seeking a variance as large or larger than that which is the subject of the instant application.

9. The applicant also presented evidence which indicated that the enclosed porch was located in the rear of the house to extend the house and to provide a "Florida room" for the convenience and health of the family.

10. The evidence presented on behalf of the applicant also indicated that, if the porch had been constructed in a conforming manner, i.e. with 7 ft. 8 in. less depth into the rear yard, it would have resulted in an enclosed porch that was too narrow to be usable, and in addition, would have been an uneconomic improvement to the house because it would not be a functional addition and it would lack utility.

11. It is the finding of this Board that the requested area variance, if granted, will not blight the proper and orderly development and general welfare of the community since the enclosed porch has been in place for approximately 26 years and conforms to the character of the neighborhood since many of the neighboring properties are also improved with porches or decks of comparable dimensions.

12. The evidence presented by the applicant further substantiated the fact that the requested variance, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the porch is quite well concealed from view of the neighbors and does not detract from the neighborhood.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is not substantial in relation to the bulk regulations for rear yard.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a self-created one since apparently her husband and the mason who first constructed the porch, and later enclosed it, did not apply for a building permit for the porch. She now is seeking to rectify the situation by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

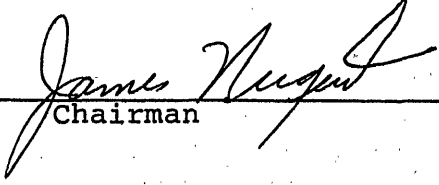
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 7 ft. 8 in. rear yard variance in order to allow an existing enclosed porch at the above location in an R-4 zone to remain in its present location, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

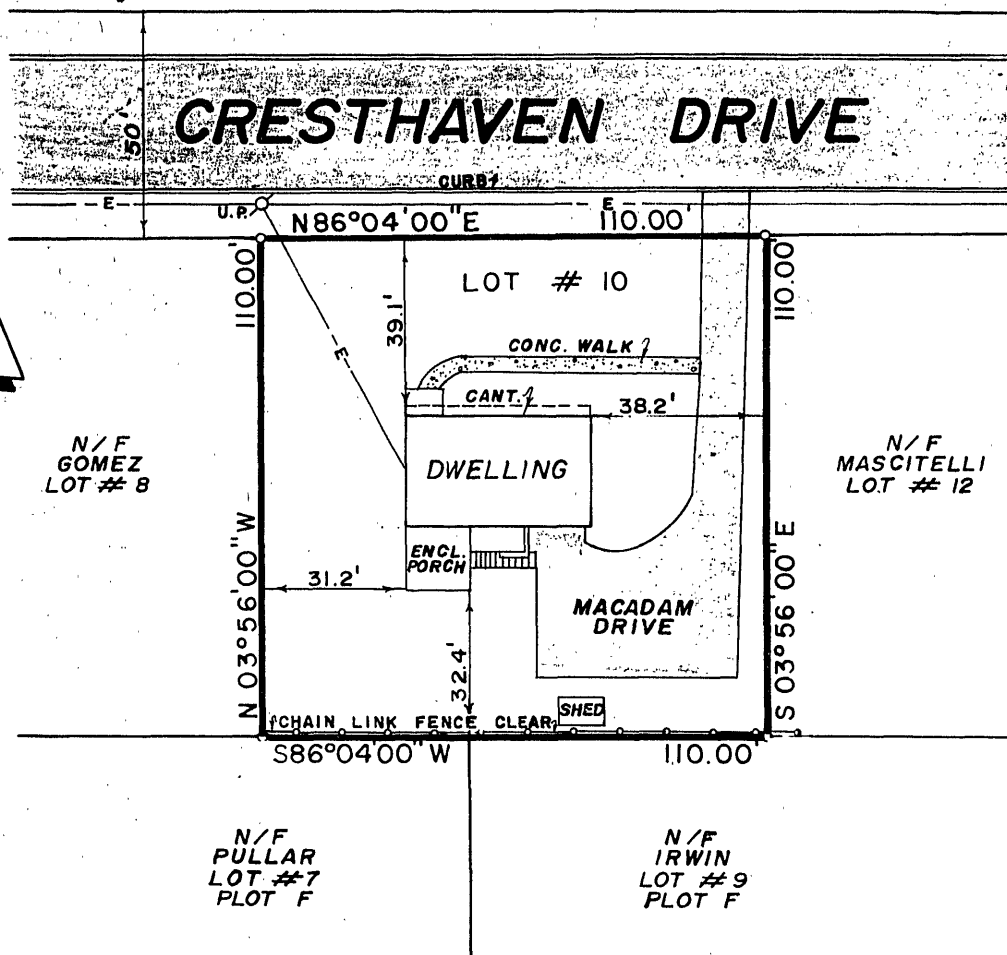
BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 27, 1993.

(ZBA DISK#9-092093.EM)

  
Chairman



SURVEY OF PROPERTY  
FOR

# JOHN M. & EVELYN E. MAROULIS

TOWN OF NEW WINDSOR ORANGE COUNTY, N.Y.  
SCALE : 1" = 40' APRIL 27, 1993 AREA=0.2777 ACRES

REFERENCE : BEING LOT No. 10, ON THAT CERTAIN MAP ENTITLED "MAP OF PLOT H, WILLOW ACRES DEVELOPMENT, SCHOONMAKER BROTHERS" FILED IN THE O.C.C.O. ON OCTOBER 24, 1962 AS MAP No. 1969.

CERTIFIED TO: JOHN M. & EVELYN E. MAROULIS, TO BE CORRECT AND ACCURATE.

COPIES OF THIS SURVEY NOT BEARING THE EMBOSSED SEAL OF THE LAND SURVEYOR SHALL NOT BE VALID. GUARANTEES OF CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

UNAUTHORIZED ALTERATION OF THIS DOCUMENT, IN ANY WAY, CONSTITUTES A VIOLATION OF THE NEW YORK STATE EDUCATION LAW § 7209 (2)

OR93-28

*[Signature]*  
LIC. 49087  
JAMES A. DILLIN, PLS  
PROFESSIONAL LAND SURVEYOR  
GOSHEN, NEW YORK

file

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

EVELYN E. MAROULIS,

DECISION GRANTING  
AREA VARIANCE

#93-18.

-----X

WHEREAS, EVELYN E. MAROULIS, 10 Cresthaven Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 7 ft. 8 in. rear yard variance for an existing enclosed porch located on the residential parcel at the above address located in an R-4 zone; and

WHEREAS, a public hearing was held on the 28th day of June, 1993 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant was represented at said public hearing by Allen Indzonka, Esq., who appeared with his client, Evelyn E. Maroulis, and they both spoke in support of the application, and the applicant's sons, JOHN J. MAROULIS and EDWARD MAROULIS, also appeared at the hearing and spoke in support of the application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to rear yard in order to allow an existing enclosed porch to remain in its present location at her residential dwelling in an R-4 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order for applicant to obtain a certificate of occupancy for the existing enclosed porch located at the applicant's residential dwelling, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented on behalf of the applicant indicated that the applicant's husband and a local mason constructed the porch approximately 26 years ago, apparently without applying for a building permit. It is not clear if the applicant's husband and/or the mason thought that the porch could be constructed without a building permit, or if they ignored or

were ignorant of the town's zoning ordinance which had been adopted only a few months before they began construction. In any event, they constructed the porch and, about one year later, they enclosed the porch, without ever applying for a building permit or subsequently obtaining a certificate of occupancy. Applicant is now considering a sale of the residence and must seek a variance to allow the enclosed porch to remain in its present location.

5. The applicant now submits the instant application for an area variance in order to try to obtain a Certificate of Occupancy for the existing enclosed porch.

6. The evidence presented by the applicant substantiated the fact that the porch is located to the rear of the property and its impact on the neighboring properties is ameliorated due to shrubbery which effectively conceals the porch from view of the neighbors.

7. The evidence presented on behalf of the applicant indicated that many of the neighboring properties are improved with porches or decks of a comparable or larger size than the enclosed porch which is the subject of this application.

8. The evidence presented on behalf of the applicant further indicated that the enclosed porch could not have been located in either side yard without seeking a variance as large or larger than that which is the subject of the instant application.

9. The applicant also presented evidence which indicated that the enclosed porch was located in the rear of the house to extend the house and to provide a "Florida room" for the convenience and health of the family.

10. The evidence presented on behalf of the applicant also indicated that, if the porch had been constructed in a conforming manner, i.e. with 7 ft. 8 in. less depth into the rear yard, it would have resulted in an enclosed porch that was too narrow to be usable, and in addition, would have been an uneconomic improvement to the house because it would not be a functional addition and it would lack utility.

11. It is the finding of this Board that the requested area variance, if granted, will not blight the proper and orderly development and general welfare of the community since the enclosed porch has been in place for approximately 26 years and conforms to the character of the neighborhood since many of the neighboring properties are also improved with porches or decks of comparable dimensions.

12. The evidence presented by the applicant further substantiated the fact that the requested variance, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the porch is quite well concealed from view of the neighbors and does not detract from the neighborhood.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is not substantial in relation to the bulk regulations for rear yard.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a self-created one since apparently her husband and the mason who first constructed the porch, and later enclosed it, did not apply for a building permit for the porch. She now is seeking to rectify the situation by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 7 ft. 8 in. rear yard variance in order to allow an existing enclosed porch at the above location in an R-4 zone to remain in its present location, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 27, 1993.

(ZBA DISK#9-092093.EM)

  
Chairman



Date 7/1/93, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth, 172 Moores Hill Rd. DR.  
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
7/1/93		Zoning Board	75 00	
		Misc - 3		
		Metromedia - 1 - 4.50.		
		KWG - 11 - 49.50.		
		Harnett - 9 - 40.50.		
		Mugnano - 13 - 58.50		
		Maroulis - 6 - 27.00.		
		Berry - 4 - 18.00.		
		<u>48.00</u>	<u>216 00</u>	
			291 00	

MAROULIS, EVELYN E.

MR. TORLEY: Request for 7 ft. 8 in. rear yard variance for existing enclosed porch located at 10 Creathaven Drive in an R4 zone.

MR. MAROULIS: I'm Mrs. Maroulis' son, I was taking care of business for her at the previous meeting. However, at this meeting, my mother's attorney, Mr. Indzonka is going to represent her so with that, I'll withdraw.

Allen Indzonka, Esq. and Evelyn E. Maroulis appeared before the board.

MR. INDZONKA: This is Mrs. Maroulis, 10 Cresthaven Avenue. I'm Allen Indzonka, a lawyer on 69 Liberty Street, Newburgh, New York. I am appearing on behalf of Mrs. Maroulis for a variance in respect to an item I believe the board may be familiar with because we had filed 5 copies of everything that we can think of to show what this is all about. Briefly put, I think that if you don't have copies.

MS. BARNHART: We have everything.

MR. INDZONKA: What we're talking about, what were talking about is this. Back in 1926, what we're talking about is the little thing on the back there. What happened here was back 26 years ago, Mr. and Mrs. Maroulis bought the house and without being aware of the fact that perhaps they should have gotten some permit from somebody to put a little porch on the back they did it, that has been there for 20 years, they enclosed it. We're now selling the property, Mr. Maroulis has died and Mrs. Maroulis is moving somewhere else and she has an opportunity to sell the property. Naturally the question comes up about title which I have been handling. So when I found that we should ask for a variance nunc pro tunc, so to speak and in essence what we've done is that survey made to show the location of the property, we've filed pictures of it, we've gotten an engineer to make a statement showing what it is all about, we've gotten 5 copies of electrical approval. I don't know what else we can do

except show you the picture as it is existing and say to you that we consider that that little back porch on the back is not such, of any such quantity or quality that it in any way does any harm to the general property and the location and I might say, I've sent out 83 letters to people, one came back they couldn't find him so that is the story in brief. We think that it's a reasonable application for a variance and we are in contract to sell the property and we urge the board's consideration that this is something that is within the purview of the meaning of the law and that is about the story. Unless you have some questions.

MR. LUCIA: Maybe you or Mrs. Maroulis can explain to the board why it was the porch was located there rather than in a manner that would conform to the zoning ordinance?

MR. INDZONKA: In the back of the house.

MR. LUCIA: Had it been located in the side yard, would a variance still have been required if it were put in the side yard would you still need a variance.

MR. INDZONKA: Yes, we might have invaded some side line boundary but it is not, it is in the back.

MR. LUCIA: Putting it in the back of the house was to improve traffic flow within the house to the porch?

MRS. MAROULIS: To extend the house and give us a florida house.

MR. INDZONKA: For health reasons back porch we all have them sometime or other.

MR. LUCIA: If it had been constructed in a manner which conformed in other words it would have to be seven feet eight inches narrower, would that porch have been too small to be usable?

MR. INDZONKA: Yes, it would.

MR. MAROULIS: Yes, it would have made it too small.

MR. LUCIA: If this board should grant you a variance would an undesirable change be produced in the character of the neighborhood or detriment to the nearby properties?

MR. EDWARD MAROULIS: If you were to canvas that neighborhood you would find that everyone in that area has a porch that size or larger.

MR. LUCIA: We're happy to hear but I need your name for the record.

MR. MAROULIS: That is Edward Maroulis, my brother.

MR. INDZONKA: Item 11 on these things no detriment to the neighborhood, I think the answer is yes, that it does not in any way effect the character of the neighborhood.

MR. LUCIA: Many of the nearby properties have decks I assume?

MRS. MAROULIS: Oh, yes.

MR. LUCIA: Is the benefit which you seek achieveable by some other method for you to pursue other than an area variance?

MR. INDZONKA: None except tearing down the porch and it would not enhance the neighborhood that we can see.

MR. LUCIA: Is the requested area variance substantial in terms the 7 foot 8 inch rear yard variance, is that substantial in terms of numbers, big various?

MR. INDZONKA: Well, it's on, do you have a copy of it?

MR. LUCIA: I have seen the survey.

MR. MAROULIS: I think the question you're asking if it is a visible problem, if you were to take a look at the porch and approximate the properties you would find it isn't a large request.

MR. LUCIA: There still is some 32 feet from the porch

to the rear property line?

MR. MAROULIS: 32.47, I believe.

MR. LUCIA: Is there fencing or shrubbery on that real line?

MR. MAROULIS: Yes, there is.

MR. LUCIA: So there's no impact to the neighbors on that said?

MR. MAROULIS: No.

MR. LUCIA: The proposed variance will not have an adverse effect or impact on environmental or physical conditions of the neighborhood or zoning district?

MR. INDZONKA: No.

MR. LUCIA: Did you create this difficulty yourself?

MR. INDZONKA: 20 years ago unwittingly.

MR. LUCIA: You are now doing what you can to correct that?

MR. INDZONKA: Well, this is not, we have to give you an answer, honest answer, it was done as I understand if it had been done two or three months earlier, we wouldn't be in there but the ordinance came along later and this has been there but anyway we've done everything to bring it up to date. By the way, I also have to file at this time a smoke detector, someone wanted, there are 2 smoke detectors.

MR. LUCIA: The building inspector needs that. He's not here tonight.

MR. INDZONKA: May I leave it or do I mail it in?

MS. BARHNART: Want to leave it with me, I'll see that Mike gets it.

MR. LUCIA: One final thing I see that the lot size

appears to be substandard by current zoning, I take it either this lot of 11,000 square feet was created before zoning was approved at the time?

MR. INDZONKA: I can attest personally to that fact because I closed nearly all of the titles for Schoonmaker Builders many years ago. We sent and got those maps, the original maps that were designed by the developer at that time 35 years ago and that was not created recently, that was the standard size of lot for that particular area in that particular street.

MR. LUCIA: And it pre-existed zoning, I assume from the age?

MR. INDZONKA: Much previous.

MR. TORLEY: It shows map was originally filed on October 24, 1962.

MR. LUCIA: Thank you for giving me copy of the deed. It mentions certain covenants and restrictions and easements, I assume there's nothing in any of those that would prohibit you?

MR. INDZONKA: In the contract that we have for sale if you'd like to have one.

MR. LUCIA: I've seen that, thank you. All I'm asking you is there's nothing affecting the title of this property to your knowledge which would prohibit you from maintaining this in it's present location?

MR. INDZONKA: Nothing at all, sir.

MR. TORLEY: Is there anyone in the audience who wishes to speak on this? Hearing no one in the audience, I'll close the public hearing, open it back up to the members of the board.

MR. HOGAN: I'd like to say that Mr. Indzonka and Mrs. Maroulis and her son that I think the pictures show that the property is extremely well maintained, not only that it's attractive, you're not alone in this type of situation. It happens to a lot of people and

June 28, 1993

34

if there's anybody else here that has any discussion if not, I'll make the motion that we approve this.

MR. TANNER: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. HOGAN	AYE
MR. TANNER	AYE
MR. LANGANKE	AYE

RE: 10 Cresthaven Drive  
Town of New Windsor

Premises of Evelyn E. Maroulis

STATE OF NEW YORK

SS.:

COUNTY OF ORANGE

EVELYN E. MAROULIS, being duly sworn, deposes and says:

I reside at 10 Cresthaven Drive, New Windsor, New York 12553, and have contracted to sell said premises to JOSEPH C. PALERMO and LYNNE M. PALERMO.

The Building Inspector and/or Fire Inspector is hereby informed that pursuant to Title #9, NYCFR, there are smoke detectors at No. 10 Cresthaven Drive. One is situate between living room and two bedrooms and another one in the basement.

/s/  
Evelyn E. Maroulis

Sworn to before me on this

28th day of June, 1993.

/s/  
Notary Public

ALLEN J. INDZONKA  
Notary Public in the State of New York  
Residence on Appointment-Orange County  
Commission Expires May 31, 1994

ALLEN J. INDZONKA  
Notary Public in the State of New York  
Residence on Appointment-Orange County  
Commission Expires May 31, 1994



TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 93-18

Date: \_\_\_\_\_

I. ✓ Applicant Information:

- (a) EVELYN E. MAROULLIS 10 CRESTHAVEN DR. NEW WINDSOR  
(Name, address and phone of Applicant) 565-4734 (Owner) 2520
- (b) JOSEPH C. PALERMO P.O. Box 653 Highland N.Y. 928-2643  
(Name, address and phone of purchaser or lessee)
- (c) ALLEN J. INDZONKA 169 Liberty Street P.O. Box 189 Newburgh, N.Y.  
(Name, address and phone of attorney) 561-0511
- (d) JACK KALUS 12 Lett Circle MONROE, N.Y. (914) 782-0430  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) 10 CRESTHAVEN DRIVE 32-3-6 110' X 110'  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 4-28-67
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: none

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(b) <sup>N/A</sup> The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. ✓ Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>12,000 sq. ft.</u>	<u>12,000 sq. ft.</u>	
Min. Lot Width <u>110 ft.</u>	<u>110 ft.</u>	
Reqd. Front Yd. _____	<u>39' 1"</u>	
Reqd. Side Yd. _____	<u>31' 2" &amp; 38' 2"</u>	
Reqd. Rear Yd. _____		<u>32' 4"</u>
Reqd. Street Frontage* _____		
Max. Bldg. Hgt. _____		
Min. Floor Area* _____		
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____		
Parking Area _____		

\* Residential Districts only

\*\* No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

14x14' Enclosed sun porch added approximately  
25 years ago in belief it was then permissible  
current engineer's report and current electrical report  
now being filed with request for area variance in  
respect to rear lot set back line.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4 <i>N/A</i>	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

*N/A*  
(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_  
\_\_\_\_\_.

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs.,  
Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

*As noted in V(b) The enclosed porch DN rear of residence does not affect the quality of neighborhood in any manner*

✓ IX. Attachments required:

✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.  
\_\_\_\_\_ Copy of tax map showing adjacent properties.

- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 250.00, each payable to the TOWN OF NEW WINDSOR.
- ☐ Photographs of existing premises from several angles.

X. Affidavit.

Date: June 6<sup>th</sup> 1993

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Evelyn E. Maroulis  
(Applicant)

Sworn to before me this

6<sup>th</sup> day of June 1993  
Allen J. Indzonka

ALLEN J. INDZONKA  
Notary Public in the State of New York  
Residence on Appointment-Orange County  
Commission Expires May 31, 1994

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_.

(b) Variance: Granted (☐) Denied (☐)

(c) Restrictions or conditions: \_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

RE: APPLICATION FOR VARIANCE  
BY - EVELYN E. MAROULIS  
FOR- RESIDENTIAL PREMISES AT 10 CRESTHAVEN DRIVE,  
TOWN OF NEW WINDSOR

STATE OF NEW YORK

ss.:

COUNTY OF ORANGE

ALLEN J. INDZONKA, being duly sworn, deposes and says:

As attorney for EVELYN E. MAROULIS, I have obtained from the Assessor of the Town of New Windsor the names and addresses of owners of real estate located within 500 feet of 10 CRESTHAVEN DRIVE and have prepared and caused to be timely mailed on June 17, 1993, in addressed postage paid envelopes a copy of the annexed notice of ZBA HEARING scheduled for June 28, 1993, to each of the 83 property owners so listed by the Assessor's Office.

None of the 83 mailings have been returned by the United States Post Office except for one, viz:-

DEANE and DIANE COPPOLO  
61 HARTH DRIVE  
NEW WINDSOR, NY 12553

with envelope stamped with notation "ATTEMPTED - NOT KNOWN  
RETURN TO SENDER"

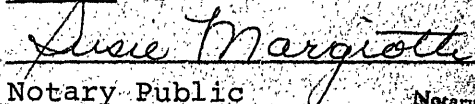
Said envelope is annexed hereto.

Also annexed is a copy of the NOTICE for June 28, 1993, Hearing which was enclosed in all mailings.

  
Allen J. Indzonka

Sworn to before me on this

28<sup>th</sup> day of June, 1993

  
Notary Public

SUSIE MARGIOTTI  
Notary Public in the State of New York  
Residence on Appointment Orange County  
Commission Expires September 10, 1994

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 18

Request of EVELYN E. MAROULIS

for a VARIANCE of

the regulations of the Zoning Local Law to

permit an existing enclosed sun room with

insufficient rear yard;

being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regs. - Col. G

for property situated as follows:

10 Cresthaven Drive, New Windsor, N. Y., known

as tax map Section 39 - Blk. 3 - Lot 6.

SAID HEARING will take place on the 28th day of  
June, 1993, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

JAMES NUGENT  
Chairman

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----x  
In the Matter of Application for Variance of

Evelyn Maroulis,

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

# 93-18.  
-----x

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age  
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On June 16, 1993, I compared the 03 addressed  
envelopes containing the attached Notice of Public Hearing with  
the certified list provided by the Assessor regarding the above  
application for variance and I find that the addressees are  
identical to the list received. I then mailed the envelopes in a  
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
16<sup>th</sup> day of June, 1993.

Deborah Green

Notary Public  
DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

83

June 15, 1993

Allen J. Indzonka, Attorney at Law  
169 Liberty St.  
Newburgh, NY 12550

Re: Tax Map Parcel: 39-3-6  
Owner: Evelyn E. Maroulis

Dear Mr. Indzonka:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$105.00, minus your deposit of \$25.00.  
Please remit the balance of \$80.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook (CD)*

Leslie Cook  
SOLE ASSESSOR

LC/cad  
Attachments  
cc: Pat Barnhart



Barnes, Earl D. & Maripat  
47 Harth Dr.  
New Windsor, NY 12553

Greenwood, James E. Jr. & Doris A.  
49 Harth Dr.  
New Windsor, NY 12553

Corbett, Kevin & Dale Susan  
51 Harth Dr.  
New Windsor, NY 12553

Vandenberg, Gregory C. & Karen  
53 Harth Dr.  
New Windsor, NY 12553

Birdsall, Robert W. & Vivian G.  
55 Harth Dr.  
New Windsor, NY 12553

Bedetti, Francis V. & Margo M.  
57 Harth Dr.  
New Windsor, NY 12553

Tropeano, Frank & Adeline  
59 Harth Dr.  
New Windsor, NY 12553

Coppola, Deane & Diane M.  
61 Harth Dr.  
New Windsor, NY 12553

Leghorn, Samuel P. & Francine M.  
63 Harth Dr.  
New Windsor, NY 12553

Schade, Richard G. & Rhyne Mary A.  
65 Harth Dr.  
New Windsor, NY 12553

Tompkins, Ronald J. & Betty Lou  
PO Box 4639  
New Windsor, NY 12553

Damone, Louis & Lucy  
44 Harth Dr.  
New Windsor, NY 12553

Lucera, Joseph & Anna  
46 Harth Dr.  
New Windsor, NY 12553

Evans, David F. & Barbara Ann  
48 Harth Dr.  
New Windsor, NY 12553

Langer, Leroy A. & Lorraine F.  
50 Harth Dr.  
New Windsor, NY 12553

Amaro, Jack M. & Kathleen V.  
52 Harth Dr.  
New Windsor, NY 12553

Yano, Edward J. Jr. & Beth Ann  
54 Harth Dr.  
New Windsor, NY 12553

Schulman, Philip M. & Linda H.  
56 Harth Dr.  
New Windsor, NY 12553

McGuire, Lawrence T. & Mary E.  
58 Harth Dr.  
New Windsor, NY 12553

Olszewski, Thomas C. & Arlene  
60 Harth Dr.  
New Windsor, NY 12553

Kirtio, Ann Marie  
62 Harth Dr.  
New Windsor, NY 12553

Leetch, Howard M. & Edith  
21 Cresthaven Dr.  
New Windsor, NY 12553

Earle, John H. & Marjorie I.  
19 Cresthaven Dr.  
New Windsor, NY 12553

King, William  
17 Cresthaven Dr.  
New Windsor, NY 12553

Sweeney, John T. & Eileen T.  
15 Cresthaven Dr.  
New Windsor, NY 12553

Doyle, Brian M. & Eileen F.  
13 Cresthaven, NY 12553  
New Windsor, NY 12553

Mc Monigle, James F. & Dorothea M.  
11 Cresthaven Dr.  
New Windsor, NY 12553

Granieri, Anthony D. & Helen A.  
9 Cresthaven Dr.  
New Windsor, NY 12553

Gagliardi, Paul & Lois  
7 Cresthaven Dr.  
New Windsor, NY 12553

Leechow, Joseph M. Jr. & Stephanie Futika  
5 Cresthaven Dr.  
New Windsor, NY 12553

Gayton, Sr. Thomas J.  
3 Cresthaven Dr.  
New Windsor, NY 12553

Lare, Jr. Harry F.  
1 Cresthaven Dr.  
New Windsor, NY 12553

Kinsler, Dennis J. & Michelle L.  
38 Harth Dr.  
New Windsor, NY 12553

Suto, Paul V. & Dorothy  
40 Harth Dr.  
New Windsor, NY 12553

Jollie, Edward  
36 Harth Dr.  
New Windsor, NY 12553

Chalermvong, Kasem & Kom-Kuy  
2 Cresthaven Dr.  
New Windsor, NY 12553

Cimorelli, Anthony Jr. & Marie  
4 Cresthaven Dr.  
New Windsor, NY 12553

Gatt, Joseph & Patricia  
6 Cresthaven Dr.  
New Windsor, NY 12553

Gomez, Carlos R. & Virgenmina  
8 Cresthaven Dr.  
New Windsor, NY 12553

Mascitelli, Robert E. & Janet F.  
12 Cresthaven Dr.  
New Windsor, NY 12553

Bennett, Preston D. & Ellen J.  
14 Cresthaven Dr.  
New Windsor, NY 12553

Brooks, George L. & Gladys C.  
16 Cresthaven Dr.  
New Windsor, NY 12553

Bonnett, Harry C. & Doris M.  
18 Cresthaven Dr.  
New Windsor, NY 12553

Canissario, Daniel G. & Lori A.  
20 Cresthaven Dr.  
New Windsor, NY 12553

Deagostino, Roland V. & Evelyn A.  
21 Valewood Dr.  
New Windsor, NY 12553

Fuchs, Nikolaus & Christina  
19 Valewood Dr.  
New Windsor, NY 12553

Vecchio, Salvatore  
17 Valewood Dr.  
New Windsor, NY 12553

Hightower, William M. & Eleanora  
15 Valewood Dr.  
New Windsor, NY 12553

Salbucci, Sisto & Lena  
13 Valewood Dr.  
New Windsor, NY 12553

Parker, Kenneth F. & Rosalie M.  
11 Valewood Dr.  
New Windsor, NY 12553

Olszewski, Dawn M.  
9 Valewood Dr.  
New Windsor, NY 12553

Pullar, William James  
7 Valewood Dr.  
New Windsor, NY 12553

Zupitza, Robert J. & Therese  
5 Valewood Dr.  
New Windsor, NY 12553

Sears, Thomas M. & Elena  
3 Valewood Dr.  
New Windsor, NY 12553

Cummings, Robert J. & Marion T.  
1 Valewood Dr.  
New Windsor, NY 12553

Bunkoff, Steven L. & Michelle L.  
34 Harth Dr.  
New Windsor, NY 12553

Green, Harold D. & T Karole  
32 Harth Dr.  
New Windsor, NY 12553

Seagren, Carl W. & Elizabeth G.  
2 Valewood Dr.  
New Windsor, NY 12553

Dewitt, Roy G. & Dolores D.  
4 Valewood Dr.  
New Windsor, NY 12553

Franchini, Anthony & Genvieve  
6 Valewood Dr.  
New Windsor, NY 12553

Randall, Louis D. & Marion B.  
8 Valewood Dr.  
New Windsor, NY 12553

Scherf, Howard & Phyllis  
10 Valewood Dr.  
New Windsor, NY 12553

Collery, Richard G. & Angela R.  
12 Valewood Dr.  
New Windsor, NY 12553

Suchowiecki, Michael & Janice  
14 Valewood Dr.  
New Windsor, NY 12553

Mohart, Douglas E.  
16 Valewood Dr.  
New Windsor, NY 12553

Scibelli, Frank D. & Evelyn  
18 Valewood Dr.  
New Windsor, NY 12553

Jones, R. Stuart & Isabel K.  
20 Valewood Dr.  
New Windsor, NY 12553

Babicz, Marlene  
18 Birchwood Drive  
New Windsor, NY 12553

Thomas, Le Roy G. & Joyce W.  
16 Birchwood Drive  
New Windsor, NY 12553

Satenberg, Matthew &  
Betz, Jacqueline M.  
14 Birchwood Drive  
New Windsor, NY 12553

Puglisi, Henry & Mary  
12 Birchwood Drive  
New Windsor, NY 12553

Haddock, Frances &  
Kissam, Gary & Veronica  
10 Birchwood Drive  
New Windsor, NY 12553

Coleman, Roy H. & Lucille R.  
8 Birchwood Drive  
New Windsor, NY 12553

McKee, John A. & Eunice E.  
6 Birchwood Lane  
New Windsor, NY 12553

Harris Eleanor A. & Kenneth R.  
4 Birchwood Lane  
New Windsor, NY 12553

Odell, Harriet R.  
2 Birchwood Lane  
New Windsor, NY 12553

Upton, Robert W. & Roma M.  
28 Harth Drive  
New Windsor, NY 12553

Pavlik, Carl & Hazel  
30 Harth Drive  
New Windsor, NY 12553

DiGisco, Charles & Celeste  
1 Birchwood Drive  
New Windsor, NY 12553

Burt, Lois A.  
3 Birchwood Drive  
New Windsor, NY 12553

Millen, Walter F.  
5 Birchwood Drive  
New Windsor, NY 12553

Fuat, Aydogan & Nazire  
7 Birchwood Drive  
New Windsor, NY 12553

Consolidated Rail Corp.  
Property Tax Dept.  
PO Box 8499  
Philadelphia, PA 19101

LAW OFFICES OF  
JULIAN ALAN SCHULMAN

400 RELLA BOULEVARD, SUITE 185  
SUFFERN, NEW YORK 10901  
(914) 368-0104  
FAX (914) 368-0168

MARC I. KISSEL (NY AND NJ BARS)

266 HARRISTOWN ROAD, SUITE 101  
GLEN ROCK, NEW JERSEY 07452  
(201) 445-2245

MYER S. TULKOFF  
OF COUNSEL (NY BAR)

June 2, 1993

Allen J. Indzonka, Esq.  
169 Liberty Street  
Post Office Box 187  
Newburgh, New York 12550

Re: Palermo from Maroulis  
Premises: Ten Cresthaven Drive  
New Windsor, New York

Dear Mr. Indzonka:

I have your letter of June 1st, in which you advised me that a hearing is required for a variance in order to obtain a C.O. for the Florida Room. I trust your client will proceed expeditiously.

Please note that the Palermos mortgage commitment expires on July 25, 1993. If it becomes necessary to extend the commitment, we will have to discuss the apportionment of any extension fees.

Very truly yours,

  
Julian Alan Schulman

gk

cc: Clients (with enclosure)

ALLEN J. INDZONKA  
ATTORNEY AT LAW  
169 LIBERTY STREET  
P. O. BOX 187  
NEWBURGH, N. Y. 12550  
914-561-0511

*Rec'd. ZBA.  
6/8/93 (PAB)*

June 8, 1993

Ms. Patricia A. Barnhart  
Secretary, ZBA  
Town Hall  
555 Union Avenue  
New Windsor, N. Y. 12553

Re: Area Variance  
Evelyn E. Maroulis  
10 Cresthaven Drive

Dear Ms. Barnhart:

Enclosed are:

1. Completed application in triplicate with copy of preliminary Notice.
2. Original April 27, 1993, survey and five photocopies thereof.
3. Certificate of May 5, 1993 electrical inspection re: sun room and five (5) copies.
4. Engineering letter of April 26, 1993, by Jack Kalus, P. E. Lic. 056629, and five (5) copies thereof.
5. Copy of deed made and dated April 6, 1968 by Eileen B. Ludlow to John Maroulis and his surviving widow, Evelyn E. Maroulis (present applicant for variance.
6. Copy of contract of sale and mortgage commitment.
7. Proposed notice of hearing in triplicate for execution by the board chairman.
8. Checks of Evelyn E. Maroulis to Town of New Windsor for \$250.00 and \$50.00.

On being advised of date of hearing, copies of said notice will be given to the property owners listed by the Assessor's Office, and proof of mailing filed with your office, and notice also published in "The Sentinel". Such proofs will be filed in your office at least ten days prior to hearing.

*Advised  
Mr Indzonka  
6/8/93.*



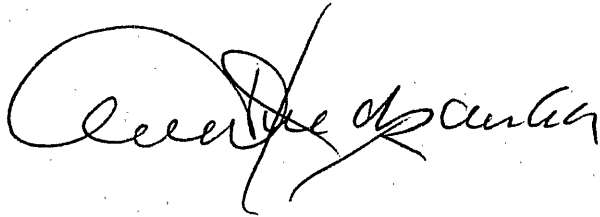
ALLEN J. INDZONKA  
ATTORNEY AT LAW  
169 LIBERTY STREET  
P. O. BOX 187  
NEWBURGH, N. Y. 12550  
914-561-0511

To: Ms. Patricia A. Barnhart -2- June 8, 1993

Re: Area variance - 11 Cresthaven Drive

Required photographs are being taken and if not enclosed with instant documents will be hand delivered to your office in a day or two.

Very truly yours



AJI:SM  
Encls.

P.S. Photographs are enclosed

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 93-18

Date: \_\_\_\_\_

I. ✓ Applicant Information:

- (a) EVELYN E. MAROULLIS 10 CRESTHAVEN DR. NEW WINDSOR  
(Name, address and phone of Applicant) 565-4734 (Owner) 252
- (b) JOSEPH C. PALERMO P.O. Box 653 Highland N.Y. 928-2643  
(Name, address and phone of purchaser or lessee)
- (c) ALLEN J. INDZONKA 169 Liberty Street P.O. Box 189 Newburgh, N.Y.  
(Name, address and phone of attorney) 561-0511
- (d) JACK KALUS 12 Lett Circle MONROE, N.Y. (914) 782-0430  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ( ) Use Variance ( ) Sign Variance
- ( X ) Area Variance ( ) Interpretation

III. ✓ Property Information:

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(Zone) (Address) (S B L) (Lot size)
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If so, when? \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

IV. Use Variance. N/A

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(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

N/A  
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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Reqd. Side Yd. _____	<u>31' 2" &amp; 38' 2"</u>	
Reqd. Rear Yd. _____		<u>32' 4"</u>
Reqd. Street Frontage* _____		
Max. Bldg. Hgt. _____		
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Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____		
Parking Area _____		

\* Residential Districts only

\*\* No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

14x14' Enclosed sun porch added approximately  
25 years ago in belief it was then permissible.  
Current engineer's report and current electrical report  
now being filed with request for area variance in  
respect to rear lot set back line.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4 <u>N/A</u>	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(c) N/A What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_  
\_\_\_\_\_.

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs.,  
Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

As noted in V(b) The enclosed photo dis mean of  
residence does not affect the quality of neighborhood  
in any manner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

✓ IX. Attachments required:

✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.  
Copy of tax map showing adjacent properties.

- ☒ Copy of contract of sale, lease or franchise agreement.  
☒ Copy of deed and title policy.  
☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.  
☒ Copy(ies) of sign(s) with dimensions and location.  
☒ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 250.00, each payable to the TOWN OF NEW WINDSOR.  
\_\_\_\_ Photographs of existing premises from several angles.

X. Affidavit.

Date: June 6, 1993

STATE OF NEW YORK )  
                              ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X. Eileen E. Marouka  
(Applicant)

Sworn to before me this

6<sup>th</sup> day of June, 1993.  
Allen J. Indzonka

ALLEN J. INDZONKA  
Notary Public in the State of New York  
Residence on Appointment-Orange County  
Commission Expires May 31, 1994

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_.

(b) Variance: Granted (☐) Denied (☐)

(c) Restrictions or conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

# THE NEW YORK BOARD OF FIRE UNDERWRITERS

PAGE 1

4000268

BUREAU OF ELECTRICITY  
41 STATE STREET, ALBANY, NEW YORK 12207  
Application No. on file 11261293/93

Date MAY 05, 1993

A 082924

## THIS CERTIFIES THAT

only the electrical equipment as described below and introduced by the applicant named on the above application number in the premises of

EVELYN MAROULIS, 10 CREST HAVEN DR., NEW WINDSOR, N.Y.

in the following location; ☐ Basement ☐ 1st Fl. ☐ 2nd Fl.

Section Block Lot

was examined on APRIL 29, 1993

and found to be in compliance with the National Electrical Code.

FIXTURE OUTLETS		RECEPTACLES	SWITCHES	FIXTURES			RANGES		COOKING DECKS		OVENS		DISH WASHERS		EXHAUST FANS			
				INCANDESCENT	FLUORESCENT	OTHER	AMT.	K. W.	AMT.	K. W.	AMT.	K. W.	AMT.	K. W.	AMT.	H. P.		
		4	1															
DRYERS		FURNACE MOTORS				FUTURE APPLIANCE FEEDERS			SPECIAL REC'PT.	TIME CLOCKS		BELL TRANS.	UNIT HEATERS		MULTI-OUTLET SYSTEMS NO. OF FEET		DIMMERS	
AMT.	K. W.	OIL	H. P.	GAS	H. P.	AMT.	NO.	A. W. G.	AMT.	AMP.	AMT.	AMPS.		AMT.	H. P.		AMT.	WATTS
SERVICE DISCONNECT			NO. OF METER EQUIP.	S E R V I C E														
AMT.	AMP.	TYPE		1 # 2W	1 # 3W	3 # 3W	3 # 4W	NO. OF CC. COND. PER #	A. W. G. OF CC. COND.	NO. OF HI-LEG	A. W. G. OF HI-LEG	NO. OF NEUTRALS	A. W. G. OF NEUTRAL					

OTHER APPARATUS:

BRAN-AIR ELECTRIC  
P.O. BOX 2213  
NEWBURGH, NY, 12550

LIC. #27-37



*Kevin C. Rowe*

BRANCH MANAGER

330

Per

This certificate must not be altered in any manner; return to the office of the Board if incorrect. Inspectors may be identified by their credentials.

T

**JACK KALUS, P.E.**  
NEW YORK STATE LICENSED PROFESSIONAL ENGINEER  
12 LETTS CIRCLE  
MONROE, NY 10950  
(914) 782-0430

April 26, 1993

Building Inspector  
Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12553

RE: cement block deck located at  
10 Crest Haven Drive, S/s  
approx. 500 ft. from the  
intersection of Harth Drive.

Sir:

I have reviewed the construction of the cement block deck at the above captioned property and offer the following:

The deck is entirely enclosed with its interior not accessible for viewing,

- \* The cement block walls appear to have been placed on grade.
- \* The deck height is 10 feet.
- \* The cement block wall is 3'-6" high.
- \* The deck is completely enclosed with exterior vinyl siding and aluminum sheet.
- \* Eleven poured concrete stairs of 1'-3" tread and 7" risers provide access to grade.
- \* A 1½" pipe railing, on one side, is mounted.

The property has a lot width of 110' and a lot depth of 110' for a lot area of 12,100 square feet. It should be noted that the zoning regulations are in compliance with the actual side yard of 29' and rear yard of 32'-6".

The deck structure addition, constructed approx. 25 years ago, is in stable condition exhibiting no signs of settlement or distortion.

It is respectfully requested that this certification be considered when evaluating the subject property.



Very truly yours,

*Jack Kalus*  
Jack Kalus, P. E.

# This Indenture,

Made the 28th day of April, , nineteen  
hundred and Sixty-seven,

Between ELLEEN B. LUDLOW residing at No. 10 Cresthaven Drive,  
Town of New Windsor, Orange County, State of New York, also known  
as EILEEN K. LUDLOW,

part y of the first part, and

JOHN M. MAROULIS and EVELYN E. MAROULIS, husband and wife, as tenants  
by the entirety, residing at No. 3064 Bailey Avenue, Bronx, New York,

part ies of the second part:

Witnesseth, that the part y of the first part, in consideration of TEN - - - - -  
- - - - - (\$10.00) - - - - - Dollars,  
lawful money of the United States, and other good and valuable considerations,  
paid by the part ies of the second part,  
do es hereby grant and release unto the part of the second part, their heirs  
and assigns forever,

All that certain lot, piece or parcel of land, together with the  
improvements thereon, known and shown as Lot No. 10 Cresthaven Drive,  
on Map of Plot H, Willow Acres Development, Schoonmaker Brothers, Town  
of New Windsor, Orange County, New York, made April 1962, by Nial  
Sherwood, C. E., filed October 24, 1962, as Map No. 1969, Orange  
County Clerk's Office, and which lot is more particularly bounded and  
described as follows:-

BEGINNING at a point on the southerly bounds of Cresthaven Drive  
at the northwest corner of Lot No. 12 Cresthaven Drive and runs thence  
South 86° 04' West along the southerly bounds of Cresthaven Drive 110  
feet to a point; thence South 3° 56' East 110 feet to a point on the  
northerly bounds of Lot No. 7 Valewood Drive; thence North 86° 04'  
East along the northerly bounds of Lot Nos. 7 and 9 Valewood Drive



Between EILEEN B. LUDLOW residing at No. 10 Cresthaven Drive,  
Town of New Windsor, Orange County, State of New York, also known  
as EILEEN K. LUDLOW,

*part y of the first part, and*

JOHN M. MAROULIS and EVELYN E. MAROULIS, husband and wife, as tenants  
by the entirety, residing at No. 3064 Bailey Avenue, Bronx, New York,

*parties of the second part:*

*Witnesseth, that the part y of the first part, in consideration of TEN - - - - -  
- - - - - (\$10.00) - - - - - Dollars,  
lawful money of the United States, and other good and valuable considerations,  
paid by the parties of the second part,  
do es hereby grant and release unto the part of the second part, their heirs  
and assigns forever,*

All that certain lot, piece or parcel of land, together with the  
improvements thereon, known and shown as Lot No. 10 Cresthaven Drive,  
on Map of Plot H, Willow Acres Development, Schoonmaker Brothers, Town  
of New Windsor, Orange County, New York, made April 1962, by Nial  
Sherwood, C. E., filed October 24, 1962, as Map No. 1969, Orange  
County Clerk's Office, and which lot is more particularly bounded and  
described as follows:-

BEGINNING at a point on the southerly bounds of Cresthaven Drive  
at the northwest corner of Lot No. 12 Cresthaven Drive and runs thence  
South 86° 04' West along the southerly bounds of Cresthaven Drive 110  
feet to a point; thence South 3° 56' East 110 feet to a point on the  
northerly bounds of Lot No. 7 Valewood Drive; thence North 86° 04'  
East along the northerly bounds of Lot Nos. 7 and 9 Valewood Drive  
110 feet to the southwest corner of Lot No. 12 Cresthaven Drive; thence  
North 3° 56' West along the westerly bounds of said Lot No. 12 Crest-  
haven Drive 110 feet to the place of beginning. Containing more or  
less land, as surveyed by Alger O. Royce, L. S., Liberty, New York.

LIBER 1766 PG 1006

TOGETHER WITH AND SUBJECT TO the same rights, covenants and restrictions contained in and BEING the same premises described in deed dated May 3, 1963, made by Schoonmaker Bros., Inc., to Eileen B. Ludlow, recorded May 8, 1963, in Liber 1638 of Deeds at Page 353, Orange County Clerk's Office.

Together with the appurtenances and all the estate and rights of the part y of the first part, in and to the said premises.

To have and to hold the premises herein granted unto the parties of the second part, as tenants by the entirety, their heirs and assigns forever.

And said party of the first part

covenants as follows:

First. That said party of the first part is seized of the said premises in fee simple and has good right to convey the same;

Second. That the parties of the second part shall quietly enjoy the said premises;

Third. That the said premises are free from incumbrances;

Fourth. That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. That said party of the first part will forever warrant the title to said premises.

Sixth. The grantor, in compliance with Section 13 of the Lien Law, covenant as follows: That she will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that she will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written

In the Presence of:

Eileen B. Ludlow (L.S.)  
Eileen B. Ludlow



State of New York,  
County of ORANGE

SS.:

# Deed.

EILEEN B. LUDLOW

TO

JOHN M. MAROULIS and  
EVELYN E. MAROULIS,  
husband and wife

Dated, April 28th, 1967

Orange County Clerk's Office, s.s.  
Recorded on the ... *3rd* ... day  
of ... *May* ... 19*67* at *11:11*  
o'clock ... *A.* ... M. in Liber *1766*  
..... *Deeds* ..... at page *1005*  
and Examined.

*V.E. Hottelbach* Clerk  
*117*

7. → DAVID W. CORWIN  
NEW PALTZ, N. Y.

~~ALLEN J. IADZONKA~~  
~~ATTORNEY AT LAW~~  
~~307 N. 1ST STREET~~  
~~NEW PALTZ, N. Y.~~

*550*

LIBER 1766 pg 1007

# Agreement.

Made and dated this 6th day of April,  
in the year One thousand nine hundred and Ninety-three,

Between EVELYN E. MAROULIS residing at No. 10 Cresthaven  
Drive, New Windsor, New York 12553,

hereinafter described as the seller, and JOSEPH C. PALERMO and LYNNE M. PALERMO,  
husband and wife, as tenants by the entirety, P. O. Box 653,  
Highland Mills, New York 10930,

hereinafter described as the purchaser,

## Witnesseth:

That the seller agrees to sell and convey, and the purchaser agrees to purchase:

All that certain lot, piece or parcel of land, with the  
improvement thereon, known as No. 10 Cresthaven Drive, Town of New  
Windsor, Orange County, New York, as set forth and more particularly  
described in deed Eileen B. Ludlow, a/k/a Eileen E. Ludlow, to  
John M. Maroulis and Evelyn E. Maroulis, husband and wife, dated  
April 28, 1967, recorded May 3, 1967, in Liber 1766 of Deeds at  
Page 1005, Orange County Clerk's Office.

Copy of deed hereto annexed.

Said John R. Maroulis having died on March 20, 1989, a resident  
of Town of New Windsor, Orange County, New York, survived by said  
wife, Evelyn E. Maroulis, instant grantor.

Section 39, Block B, Lot 6.

The price is ONE HUNDRED EIGHTEEN THOUSAND and no/100 - - - - -  
- - - - - (\$118,000.00) - - - - - Dollars

payable as follows:

FIVE THOUSAND and no/100 - - - - - (\$5,000.00) - - - - - Dollars

on the signing of this contract, the receipt whereof is hereby acknowledged;

ONE HUNDRED THIRTEEN THOUSAND and no/100 - - (\$113,000.00) Dollars  
in cash or good certified check on the delivery of the deed as hereinafter provided;

No - - - - - Dollars

by taking title subject to a mortgage in that amount, now a lien on said premises, bearing  
interest at the rate of per centum per annum, payable

No - - - - - Dollars

by the purchaser or assigns executing, acknowledging and delivering to the seller bond in  
that amount, secured by a purchase money mortgage in the same amount on the above  
premises, bearing interest at the rate of per centum per annum, payable

Instant contract being subject to purchasers obtaining a \$112,100.00 mortgage for 30 years at a lending institution in accord with the terms and conditions and prevailing interest required by said proposed mortgagee. Purchasers agree to make prompt application for such mortgage and furnish seller with copy of written contract for same on or before the 31st day of May, 1993. In event of failure of purchasers to obtain and furnish said commitment for mortgage, either party to this contract may elect to cancel same, whereupon the down payment shall be refunded and rights and liabilities of all parties thereupon terminated.

All down payments on contract shall be held in escrow by seller's attorney in a non-interest bearing account until title closing or other contract termination.

Delivery of said moneys to seller at title closing or to purchasers in event of contract termination as heretofore set forth shall relieve escrowee of any further responsibility.

Premises are being sold and conveyed in present physical "as is" condition.

Seller agrees to furnish a Certificate of Occupancy or a written statement from an authorized official of the Town of New Windsor that such Certificate is not required.

The deed shall be delivered upon the receipt of said payments, at the office of Allen J. Indzonka, 169 Liberty Street, Newburgh, New York, or the office of attorneys for mortgage lending institution,

after-

on the signing of this contract, the receipt whereof is hereby acknowledged;

ONE HUNDRED THIRTEEN THOUSAND and no/100 - - (\$113,000.00Dollars

in cash or good certified check on the delivery of the deed as hereinafter provided;

No - - - - - Dollars

by taking title subject to a mortgage in that amount, now a lien on said premises, bearing interest at the rate of per centum per annum, payable

No - - - - - Dollars

by the purchaser or assigns executing, acknowledging and delivering to the seller bond in that amount, secured by a purchase money mortgage in the same amount on the above premises, bearing interest at the rate of per centum per annum, payable

Instant contract being subject to purchasers obtaining a \$112,100.00 mortgage for 30 years at a lending institution in accord with the terms and conditions and prevailing interest required by said proposed mortgagee. Purchasers agree to make prompt application for such mortgage and furnish seller with copy of written contract for same on or before the 31st day of May, 1993. In event of failure of purchasers to obtain and furnish said commitment for mortgage, either party to this contract may elect to cancel same, whereupon the down payment shall be refunded and rights and liabilities of all parties thereupon terminated.

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Premises are being sold and conveyed in present physical "as is" condition.

Seller agrees to furnish a Certificate of Occupancy or a written statement from an authorized official of the Town of New Windsor that such Certificate is not required.

The deed shall be delivered upon the receipt of said payments, at the office of Allen J. Indzonka, 169 Liberty Street, Newburgh, New York, or the office of attorneys for mortgage lending institution,

at 2 P.M. o'clock in the after-

noon, on the 25th day of June, 1993, or any ~~xs~~ sooner date and time mutually convenient provided the mortgage lending office is not more than 40 miles from Newburgh, New York.

The deed shall be the usual bargain and sale, C. A. G., deed in proper statutory short form for record, and shall contain the clause specified in Sub-division 5 of Section 13 of the Lien-Law. It shall be duly executed and acknowledged by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of said premises, free of all encumbrances, except as herein stated

If a purchase money mortgage is to be given in this transaction, it shall be drawn by the attorney for the seller and the recording fees and mortgage tax, the cost of the United States Internal Revenue stamps, if any, and the charge for drawing the Bond and Mortgage shall be paid by the purchaser.

Seller warrants that heating, plumbing, lighting fixtures and appliances, including range, refrigerator, dishwasher, washer and dryer, garage door opener, blinds and ceiling fixtures will be in good operating order at closing.

*All buildings on the premises are represented as owned by the seller and are included in the sale. All plumbing, heating, lighting fixtures (except portable lamps and stoves), shades, screens, blinds, awnings, shrubbery and plants are also included in the sale.*

*Rents, taxes, water rates, interest on mortgages and fire insurance premiums, if any, are to be apportioned.*

*If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last meter reading.*

*All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises, are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.*

*The risk of loss or damage to said premises by fire until the delivery of the deed, is assumed by the seller.*

*The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any, provided same do not prohibit the use of the premises as a one-family residence.*

Instant instrument does not constitute an offer to sell until a fully executed copy is delivered to the seller and buyers or their respective attorneys.

Premises shall be delivered vacant and broom clean at closing.

Sellers will provide a certificate of occupancy for the florida room, if same is required by law.

*The stipulations herein are to apply to and bind the heirs, executors, administrators, suc-*

*cessors and assigns of the parties*



sale. All plumbing, heating, lighting fixtures (except portable lamps and stoves), shades, screens, blinds, awnings, shrubbery and plants are also included in the sale.

Rents, taxes, water rates, interest on mortgages and fire insurance premiums, if any, are to be apportioned.

If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last meter reading.

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises, are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

The risk of loss or damage to said premises by fire until the delivery of the deed, is assumed by the seller.

The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any, provided same do not prohibit the use of the premises as a one-family residence.

Instant instrument does not constitute an offer to sell until a fully executed copy is delivered to the seller and buyers or their respective attorneys.

Premises shall be delivered vacant and broom clean at closing.

Sellers will provide a certificate of occupancy for the florida room, if same is required by law.

The stipulations herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

The seller agrees that if, as and when title closes, to pay brokerage fee of \$ 770, to Coldwell Banker Cherrypatch and Century ~~brought about this sale and agrees to pay the broker's commission of~~ 21 Gold Door Realty as co-brokers per their multiple listing agreement to share such fee.  
*Dollars therefor.*

In Witness Whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delibered }  
in the Presence of }

Evelyn E. Maroulis  
Evelyn E. Maroulis - Seller

Joseph C. Palermo - Purchaser

Lynne M. Palermo  
Lynne M. Palermo - Purchaser

**MID-HUDSON SAVINGS BANK, FSB**  
**ONE SUMMIT COURT, ROUTE 52**  
**FISHKILL, NY 12524**  
**914-896-6290**

## **MORTGAGE COMMITMENT**

**Borrower(s):** JOSEPH C. PALERMO  
 LYNN M. PALERMO  
 PO BOX 653 (22 QUAKER PLACE)  
 HIGHLAND MILLS, NY 10930

**Date:** May 26, 1993

**Account #:** PALERMO0042993

**Commitment Expiration Date:** 07/25/93

**Rate Lock-In Expiration Date:**

**Subject Property:** 10 CREST HAVEN DRIVE, NEW WINDSOR, NY 12553

**Loan Type/Term** 30 YEAR FIXED

**Margin** N/A

**Loan Amount** \$ 112,100.00

**Index** N/A

**Periodic Cap** N/A %

**Life of Loan Cap** N/A

**Maximum Qualifying Rate** 8.000 %

**Balloon Term** N/A

**Mk**

We are pleased to inform you that your application for a mortgage loan on the above captioned property has been approved on the following terms and conditions:

- The Commitment:** This Commitment is an offer by the Bank to you. If you wish to accept this Commitment, you must sign and return the attached Acceptance page to the Bank within ten (10) days from the date shown above. If you do not sign and return the Acceptance page of this Commitment within ten (10) days, it will be cancelled automatically. If signed by you, the term of the Commitment will be valid for 60 days from the date shown above. The Commitment will automatically expire at the end of the 60 days unless the Bank agrees in writing to an extension.
- Interest Rate and Points:** Please refer to your Interest Rate Lock-In Disclosure and the Interest Rate Lock-In Commitment provided to you at application.
- SHOULD THE INTEREST RATE ON YOUR LOAN AT THE TIME OF CLOSING EXCEED THE MAXIMUM QUALIFYING RATE STATED ABOVE, THIS COMMITMENT WILL BECOME NULL AND VOID.**
- Commitment Fee:** There is a NON-REFUNDABLE Commitment Fee, equal to one (1) Point, due and payable upon acceptance of this Commitment. One Point is equal to 1.00% of your loan amount, or \$ 1121.00. This Fee must accompany the signed copy of your Commitment in order for your Commitment to be valid. For those customers who have chosen a "No-Point" loan, this fee will be credited back at the closing.
- Flood Insurance:** ☐ is ☒ is not required as a condition of this loan. If required, you shall provide the Bank, at least 10 business days prior to your closing, with an original Policy (or an application which is at least 10 days old) in the minimum amount of \$ , with an unexpired term of one year.
- Private Mortgage Insurance (PMI):** ☒ is ☐ is not required. At the loan closing you will pay an initial insurance premium of \$ 896.80. You will also pay a monthly insurance payment with your monthly mortgage payment in escrow to cover future premiums. The monthly escrow payment for your loan will equal \$ 45.77. If you have chosen a Single Premium plan, the premium will equal \$ 0.00.
- Owner Occupancy:** At the closing, you ☒ will ☐ will not be required to sign an affidavit stating that you intend to occupy the premises.
- Hazard Insurance:** Hazard Insurance is required as a condition of this loan. The amount of the insurance must be equal to the lower of (a) The full replacement cost of the improvements on the Property or, (b) The amount of your mortgage loan (plus the amount owed on any senior loan if this is a junior mortgage loan). The Bank must be named as first Mortgagee on the insurance policy as follows:

**Mid-Hudson Savings Bank, FSB**  
**its Successors and/or Assigns,**  
**as their interest may appear**  
**One Summit Court**  
**Fishkill, NY 12524**

If your loan will be secured by a condominium unit, you must arrange to have the condominium board furnish a certificate of insurance describing the blanket building insurance and naming the Bank as certificate holder or first Mortgagee, and provide a copy of the Blanket Policy to the Bank.

LYNN M. PALESMO  
PO BOX 653 (22 QUAKER PLACE)  
HIGHLAND MILLS, NY 10930

Account #: PALESMO042993

Commitment Expiration Date: 07/25/93

Rate Lock-In Expiration Date:

Subject Property: 10 CREST HAVEN DRIVE, NEW WINDSOR, NY 12553

Loan Type/Term	30 YEAR FIXED	Margin	N/A
Loan Amount	\$ 112,100.00	Index	N/A
Periodic Cap	N/A %	Life of Loan Cap	N/A
Maximum Qualifying Rate	8.000 %	Balloon Term	N/A

We are pleased to inform you that your application for a mortgage loan on the above captioned property has been approved on the following terms and conditions:

- The Commitment:** This Commitment is an offer by the Bank to you. If you wish to accept this Commitment, you must sign and return the attached Acceptance page to the Bank within ten (10) days from the date shown above. If you do not sign and return the Acceptance page of this Commitment within ten (10) days, it will be cancelled automatically. If signed by you, the term of the Commitment will be valid for 60 days from the date shown above. The Commitment will automatically expire at the end of the 60 days unless the Bank agrees in writing to an extension.
- Interest Rate and Points:** Please refer to your Interest Rate Lock-In Disclosure and the Interest Rate Lock-In Commitment provided to you at application.
- SHOULD THE INTEREST RATE ON YOUR LOAN AT THE TIME OF CLOSING EXCEED THE MAXIMUM QUALIFYING RATE STATED ABOVE, THIS COMMITMENT WILL BECOME NULL AND VOID.**
- Commitment Fee:** There is a NON-REFUNDABLE Commitment Fee, equal to one (1) Point, due and payable upon acceptance of this Commitment. One Point is equal to 1.00% of your loan amount, or \$ 1121.00. This Fee must accompany the signed copy of your Commitment in order for your Commitment to be valid. For those customers who have chosen a "No-Point" loan, this fee will be credited back at the closing.
- Flood Insurance:** ☐ is ☒ is not required as a condition of this loan. If required, you shall provide the Bank, at least 10 business days prior to your closing, with an original Policy (or an application which is at least 10 days old) in the minimum amount of \$ , with an unexpired term of one year.
- Private Mortgage Insurance (PMI):** ☒ is ☐ is not required. At the loan closing you will pay an initial insurance premium of \$ 896.80. You will also pay a monthly insurance payment with your monthly mortgage payment in escrow to cover future premiums. The monthly escrow payment for your loan will equal \$ 45.77. If you have chosen a Single Premium plan, the premium will equal \$ 0.00.
- Owner Occupancy:** At the closing, you ☒ will ☐ will not be required to sign an affidavit stating that you intend to occupy the premises.
- Hazard Insurance:** Hazard Insurance is required as a condition of this loan. The amount of the insurance must be equal to the lower of (a) The full replacement cost of the improvements on the Property or, (b) The amount of your mortgage loan (plus the amount owed on any senior loan if this is a junior mortgage loan). The Bank must be named as first Mortgagee on the insurance policy as follows:

Mid-Hudson Savings Bank, FSB  
its Successors and/or Assigns,  
as their interest may appear  
One Summit Court  
Fishkill, NY 12524

If your loan will be secured by a condominium unit, you must arrange to have the condominium board furnish a certificate of insurance describing the blanket building insurance and naming the Bank as certificate holder or first Mortgagee, and provide a copy of the Blanket Policy to the Bank.

**THE INSURANCE POLICY OR BINDER (AS DEFINED BY LAW) ALONG WITH A PAID RECEIPT FOR ONE YEAR MUST BE RECEIVED AT LEAST 5 BUSINESS DAYS PRIOR TO CLOSING.**

If your loan is a refinance of an existing home, we must be in receipt of a current insurance policy naming Mid-Hudson Savings Bank, FSB as stated in the aforementioned paragraph and proof that this policy will be in effect (paid receipt) for at least three (3) months following the closing of this loan.

Revised - 5/11/93  
Prelim.  
May 24, 1993  
#93-18

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MAY 5, 1993

APPLICANT: EVELYN MAROULIS  
10 CRESTHAVEN  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: MAY 5, 1993  
FOR (BUILDING PERMIT): EXISTING 14' X 14' ENCLOSED PORCH.  
LOCATED AT: 10 CRESTHAVEN DRIVE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 39 BLOCK 3 LOT 6  
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT REAR YARD SETBACK FOR EXISTING ENCLOSED SUN PORCH.

*Grant Aisi*  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE G-10	REVISED 5-11-93
REQ'D REAR YD.	40'	<del>52' 6"</del> 32' 4"
APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT 914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD		

CC: Z.B.A., APPLICANT, B.P. FILES.

ALLEN J. INDZONKA  
ATTORNEY AT LAW  
169 LIBERTY STREET  
P. O. BOX 187  
NEWBURGH, N. Y. 12550  
914-561-0511

June 4, 1993

Assessor's Office  
Town of New Windsor  
Town Hall  
555 Union Avenue  
New Windsor, New York 12553

Re: List of names and residences of property  
owners located within 500 feet of  
No. 10 Cresthaven Drive (Maroulis)

Dear Sir:

Application and needful documents are being filed  
with the Town ZBA for variance.

I am advised that upon payment of required fee,  
your office will issue a list of those to whom notice of  
variance hearing is required.

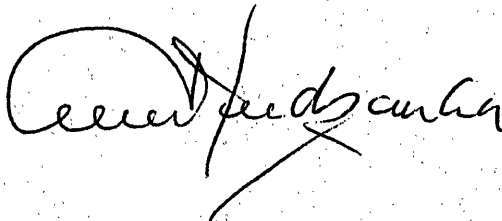
Premises are in name of Evelyn E. Maroulis,  
surviving widow of John Maroulis, 10 Cresthaven Drive.

\$25.00 Check of Allen J. Indzonka to Town of New Windsor  
enclosed for payment with the understanding you may  
require a further amount depending on the extent of the  
list.

Kindly advise arrangements for sending the list.

Thanking you, I remain

Very truly yours



AJI:SM  
Enc.

cc - Ms. Patricia A. <sup>BARNHART</sup>~~Burnhart~~  
Secretary, Town ZBA

- Mrs. Evelyn E. Maroulis

Date 6/4/93, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 Moores Hill Rd DR.  
New Windsor Ny 12553

DATE			CLAIMED		ALLOWED	
5/24/93		Zoning Board Meeting	75	00		
		Minutes - Misc - 2				
		Harnett - 4 10.00.				
		Maroulis - 5 - 22.50.				
		Lanzoni - 9 40.50				
		Mugnano - 6 - 27.00.				
		Harris - 5 22.50				
		Peters - 15 67.50.				
		<u>46</u>	207	00		
			328	00		

MAROULIS, EVELYN

MR. NUGENT: Request for 7 ft. 8 in. rear yard variance for existing enclosed porch located at 10 Cresthaven Drive in an R-4 zone.

Mr. John Maroulis appeared before the board representing this proposal.

MR. MAROULIS: I'm going to represent my mother.

MR. LUCIA: Give your name for the record.

MR. MAROULIS: John J. Maroulis, I'm her son. The porch was built some 25 years ago by my dad and Nick Fayó who was a mason at the time. We've had a P.E. come in and certify the deck as being in stable condition and meeting all the requirements other than the fact that the rear yard didn't have enough footage. It's seven feet six inches short of the zoning law. We didn't know this until the house was sold. So we're in trouble. We have approximately probably two to four weeks before this house goes to closing so we're here to find out what the requirements are from you what we'll need to do.

MR. BABCOCK: Just to correct the gentleman and his numbers, when we, at the beginning, we didn't have the survey and we assumed that by his information was 32 foot 6 inches.

MR. MAROULIS: I measured it myself, I have copies.

MR. BABCOCK: The survey shows that it is 32 foot 4 inches so instead of him needing 7 foot 6 inch, he needs a 7 foot 8 inch.

MR. NUGENT: That is what's on my agenda.

MR. BABCOCK: He was mentioning 7 foot 6.

MR. MAROULIS: I apologize.

MR. BABCOCK: No problem.

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MR. BABCOCK: Just want to have the numbers right, that is all.

MR. MAROULIS: Now, we have Frank indicated that we needed to get an electrical C.O. that has been done, all that requirement has been met and Frank has those papers you may have copies of those, you should have copies of those as well so actually as you can see the only thing we're short is that 7 foot 8 inch.

MR. BABCOCK: Yes.

MR. LUCIA: Mike, I see that the lot size is 12,100, R4 currently requires 15,000 but I assume this is pre-existing non-conforming, I gather the subdivision probably pre-dated zoning.

MR. TORLEY: How old is the house?

MR. MAROULIS: House is 30 years old as of this year and my mother has owned in for in excess of 26.

MR. LUCIA: Pre-dates zoning, no problem, okay.

MR. NUGENT: Just have to give us a minute to past the information around.

MR. TORLEY: How old is the deck itself?

MR. MAROULIS: Deck is approximately 25 years old in other words we constructed it approximately a year, about a year or so after we were in the house and the roof was put on a year later than the deck itself.

MR. NUGENT: '67 right, zoning was '67?

MR. BABCOCK: '66.

MR. NUGENT: We were trying to grandfather the deck in with the house.

MR. TORLEY: How long after zoning was there a grandfather time or--

MR. BABCOCK: No, January 1, 1966 is where it was and



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apparently our records do not indicate the 25 years that the gentleman is telling us, that is one of the key problems.

MR. HARNETT: See when my dad, they didn't know what the requirements were, they built what they built, is a solid structure, I guarantee if you put a bomb in the house and the house blows down, the porch will still be standing. But we're at your mercy to try and get the 7 foot 8 inches to get legal.

MR. BABCOCK: And I think it's been noted on the forms that it says approximately 25 years ago.

MR. MAROULIS: I was younger at the time and obviously I don't remember exactly the date. We could be as much as a year off, okay, we'd have to go back and look at the canceled checks for the material to know exactly.

MR. BABCOCK: I don't think it's necessary.

MR. LUCIA: The reason for the thrust of the question if you can establish the deck was there prior to January 1 of 1966, then you wouldn't need to be here.

MR. MAROULIS: Didn't take ownership of the house until '67 unfortunately so that puts us in a position.

MR. NUGENT: Well, we tried.

MR. MAROULIS: We'll close our eyes.

MR. NUGENT: Any other questions by the board? I'll accept a motion.

MR. TORLEY: Move we set him up for a public hearing.

MR. TANNER: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. HOGAN	AYE

MR. LANGANKE

AYE

MR. LUCIA: Mr. Harnett, I'm giving you a copy of part of Section 267B of the Town Law just put a little arrow in the margin next to the requirements for an area variance. Even though this is an existing the board needs to consider it as any other area variance so we need to balance the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the community by granting that variance. If you would when you come back just be prepared to speak to the 5 specific factors there.

MR. MAROULIS: We'll be notified?

MR. LUCIA: It depends on how quickly you get the paperwork back to Pat. Read the instruction sheet, fill it out, return to it Pat with two checks, one for \$50, and one for \$250 as a deposit against Town consultant fees and various disbursements the board has in handling your application. As soon as that comes back, it's completed, you can set up your public hearing so you may or may not be able to get the next date. We'd also like to see a copy of the deed and title policy or search, whatever they may have from the time they purchased it and some photographs of the deck and back yard view just so we can see the impact on the neighbors.

MR. MAROULIS: Very good.

MR. TORLEY: If this is as you said, house is under contract, would it help the banks if your purchaser was brought in on this?

MR. LUCIA: That is between him and the bank as far as we're concerned as far as the record owner is making application we need that, the purchaser is superfluous for our purposes.

MR. TORLEY: You might want to talk to your bank.

MR. MAROULIS: I've got ten days, when is the Planning Board meeting?

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MR. LUCIA: It depends on how quickly Mr. Harnett gets the application back, closest will be a month by the time it comes back because you have to have ten day publication and ten day notice so earliest possible public hearing will be a month.

MR. MAROULIS: Thank you.